APPENDIX A

STATEMENT OF WORK

AUTOMATED MEDICATION PACKAGING EQUIPMENT

This Appendix A ("SOW" or "Statement of Work") sets forth the scope and requirements for provision by Contractor of Automated Medication Packaging Equipment Maintenance and Repair Services ("Maintenance and Repair Services" or "Services") pursuant to the Master Agreement resulting from the Request for Rates ("RFR")

1.0 SCOPE OF WORK

Contractor shall provide Maintenance and Repair Services described in this Statement of Work for County facilities ("Facilities") identified in Attachment A.1 – County Facilities hereto, in exchange for payment of applicable rate and fees set forth in the Rate Schedule.

2.0 DEFINITIONS

Unless otherwise expressly provided or the context otherwise requires, the terms and phrases identified in this Section 2.0 shall have the particular meanings specified below, when used in this Statement of Work and elsewhere in the Master Agreement.

2.1 "Additional Services" – shall have the meaning specified in Section 4.0 – Additional Services of this SOW.

2.2 "Equipment" – shall mean an instrument, apparatus, machine or other similar or related article, including all hardware, components, parts, accessories, replacements and upgrades, which is intended for the care or treatment of a Facility patient.

2.3 "Maintenance Services" – shall have the meaning specified in Section 3.1 – Maintenance Services of this SOW.

2.4 "Medical Incident" – shall mean the involvement of any Equipment covered under this Master Agreement that has or may have caused or contributed to a patient's injury, serious illness or death.

2.5 "Rate Schedule" – shall mean a schedule or rates and/or fees for provision of Services under the Master Agreement, as proposed by Contractor in Appendix C – Rate Schedule to the RFR which shall become Exhibit B – Rate Schedule to the resultant Master Agreement.

2.6 "Regular Business Hours" – shall mean Monday through Friday, between 8:00 a.m. and 5:00 p.m. Pacific Time (PT), excluding County holidays.

2.7 “Repair Services” – shall mean the restoration of each piece of Equipment to its original function, on an as-needed basis, as may be required by the Facility in response to the failure or malfunctioning of such Equipment.

3.0 REQUIRED SERVICES

Contractor shall provide all Services described under this Section 3.0 during Regular Business Hours, at the rates and fees set forth in the Rate Schedule, which shall be inclusive of any and all travel expenses, labor and parts. All Services described in this Section 3.0 shall be provided at no additional cost to the County beyond the rates and fees specified in such Rate Schedule.

3.1 Maintenance Services

3.1.1 Contractor shall provide routine maintenance services as required by the manufacturer’s maintenance instructions ("Maintenance Services") for all Equipment covered under the Master Agreement at the rates and fees set forth in the Rate Schedule. Maintenance Services shall be provided at a minimum annually, as required by the manufacturer’s maintenance instructions. All Maintenance Services shall be provided by staff trained/certified by the manufacturer as applicable. Maintenance Services shall be performed at a time mutually agreed upon by authorized personnel of the serviced Facility and Contractor. The number of scheduled Maintenance Service visits shall meet the reasonable needs of each Facility, shall be performed at regularly scheduled intervals, and shall comply with Occupational Safety and Health Administration (OSHA) and all appropriate licensing and accrediting agencies and standards, including but not limited to The Joint Commission, California Code of Regulation (CCR) Title 22, and College of American Pathologist (CAP) standards, as applicable. In any event, Contractor shall ensure that all Equipment is maintained in accordance with all minimum regulatory compliance standards.

3.1.2 Maintenance Services shall include, but are not limited to, diagnosis; inspection; cleaning; lubrication; safety inspection; functional tests; adjustments or calibrations necessary to facilitate proper functioning of the Equipment; and, as applicable, any other Services to ensure compliance with the regulatory agencies’ requirements and guidelines. Maintenance Services shall also include (i) replacement of worn, defective or broken parts with new and/or Contractor-certified parts, specifically designed for the Equipment, and (ii) replacement of unserviceable parts with original equipment manufacturer (OEM) parts or new parts equivalent to the OEM parts in performance.

3.1.3 Contractor shall perform at least the minimum number of regularly scheduled Maintenance Services, as described above, to meet the requirements set by manufacturer specifications and all appropriate licensing and accrediting agencies and standards (e.g., The Joint Commission, OSHA, CCR Title 22, and CAP Standards), as applicable. In any event, Contractor shall ensure that all Equipment is maintained to all minimum regulatory compliance standards.

3.1.4 Compliance with Regulatory Agencies – Contractor shall ensure that Equipment complies with all applicable current and future local, State and Federal requirements.

3.2 As Needed Repair Services

3.2.1 In response to a Facility request, Contractor shall provide as needed repair services ("Repair Services") to repair Equipment, including minor and major repairs (e.g. overhaul, modification, or refurbishing), based on the Rate Schedule. Contractor shall respond to a Service call within four (4) hours. Contractor shall perform such Repair Services at a time mutually agreed upon by the Facility and Contractor.

3.2.2 Contractor shall provide support and Repair Services twenty-four (24) hours per day, seven (7) days per week, and 365 days a year.

3.2.3 Contractor shall provide by telephone or remote access technical support with respect to the Equipment and any software.

3.2.4 If the support call is determined to be emergency Repair Services by County, Contractor shall provide on-site support within twenty-four (24) hours. If the Contractor determines that the Equipment cannot be immediately repaired, Contractor shall promptly indicate in writing an estimated time frame for repair. If available, Contractor shall provide County with temporary replacement of Equipment if Equipment repairs exceed twenty-four (24) hours as a workaround, until the Equipment is repaired.

3.2.5 Contractor shall provide any bug fixes, patches, minor enhancements, updates, and modifications to the hardware and software as soon as available, all at no additional charge to the County.

3.3 Breakage and/or Loss

Contractor shall, at no cost to the County, replace and/or repair (at time of servicing) any and all Equipment and/or parts thereof which suffer breakage, damage or loss at the time of providing Repair Services or caused by or otherwise contributed by the Contractor.

3.4 Rework

Contractor shall rework any improperly repaired Equipment, as determined by County, correct any damage resulting therefrom, and supply all necessary parts and materials, all at no cost to County. Contractor's service personnel shall also repair any defective parts purchased and installed by such personnel and shall repair any damage to the Equipment resulting from, and to the extent of, Contractor's negligence, willful misconduct or conduct inconsistent with the requirements of the Master Agreement or industry standards, all at no cost to County.

3.5 Service Reports

Contractor shall develop and maintain a written Service Report and provide a written record for all Services provided for each item of Equipment at a Facility. Such Service Report(s) shall:

- Meet all licensing, accrediting and regulatory agency requirements.
- Clearly identify the Equipment item(s) serviced by model number, serial number, Los Angeles County Capital Asset Leasing or Los Angeles County number (if available).
- Include an itemization and description of Services performed, including electrical check and calibration reading.
- List any parts installed.
- Include the Service date(s)
- Include the name of the technician(s) who performed the Services.

A copy of such Service Report shall be given to the Facility at the time the Services are provided. Such Service Reports are deemed the property of County and shall remain on-site at each Facility.

3.6 Educational Training

Contractor shall provide on-site in-service education and training session(s) on the correct usage and troubleshooting of Automated Medication Packaging Equipment.

3.7 Exclusions

Contractor is not financially responsible to provide the Repair Services described above if any one of the following circumstances exist:

3.7.1 Defects or damage to Equipment resulting from gross misuse, abuse or gross negligence by County, acts of God and other disasters.

3.7.2 Repair, maintenance, modification, relocation or reinstallation by any personnel other than that authorized, recommended or approved by Contractor or with the written consent of Contractor.

3.7.3 Contractor shall provide a written notification to Facility Project Manager if Equipment is deemed defective, caused by exclusions, and will not proceed with repair until a mutually agreeable course of action is determined.

3.8 Contractor's Work Schedule

Contractor shall submit a work schedule for each Facility Project Manager for review and approval within ten (10) days prior to starting any pre-scheduled work. Facility Project Manager's review and approval must be obtained before Contractor may commence work. Work schedules shall be set on an annual calendar identifying all the required ongoing maintenance tasks and task frequencies. The schedules shall list the time frames (day of the week, morning, and afternoon) as to when the tasks will be performed. Any changes to pre-approved scheduled work shall be submitted to the Facility Project Manager for review and approval at least within five (5) working days prior to scheduled work time.

4.0 ADDITIONAL SERVICES

Services, other than the Services described in Section 3.0 – Required Services above or elsewhere in the Master Agreement, are considered Additional Services and may include professional services. Upon request and authorization by County for Additional Services, Contractor shall prepare and submit a written description of the work to be performed, together with a cost estimate for all labor and materials based on the Rate Schedule. The parties shall properly execute an amendment to the Master Agreement for performance of Additional Services prior to beginning of any work.

5.0 RESPONSIBILITIES

5.1 County Personnel

The County will administer the Master Agreement according with Paragraph 6.0 – County Administration of the body of the Master Agreement. Specific duties will include, among others:

5.1.1 Monitoring the Contractor's performance in the daily operation of this Master Agreement.

5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

5.1.3 Preparing amendments to the Master Agreement in accordance with the Sub-paragraph 8.1 – Amendments of the body of the Master Agreement.

5.2 Contractor Personnel

5.2.1 Contractor shall designate a Contractor's Project Manager to lead and coordinate Contractor's provision of Services described hereunder and act as a central point of contact with County personnel. Contractor's Project Manager shall be available during Regular Business Hours.

5.2.2 Contractor's Project Manager shall be responsible for determining daily work duties, staffing levels, scheduling and staffing hours needed to properly provide Services hereunder.

5.2.3 Contractor Project Manager shall institute and maintain appropriate supervision of all persons providing Services pursuant to the Master Agreement.

5.2.4 Contractor's personnel providing Services under the Master Agreement shall be appropriately licensed, certified, credentialed and trained in accordance with Contractor's requirements and for performance of the Services hereunder and shall have, at a minimum, knowledge and expertise in the following areas:

5.2.4.1 Diagnosis and inspection of Equipment to determine Maintenance Services and Repair Services needed;

5.2.4.2 Routine cleaning and lubrication of Equipment as necessary; and

5.2.4.3 Electrical and safety inspection of Equipment as necessary.

5.2.5 Contractor shall assume the sole responsibility for the timely completion of all activities scheduled, assigned or to be performed hereunder.

5.3 Risk Management Program

5.3.1 Contractor shall assist with the Facilities' Equipment Risk Management Program ("Program"). Such Program shall require Facilities' written documentation of all medical incidents that involve Equipment covered under the Master Agreement, whereby such Equipment has or may have caused or contributed to a patient's injury, serious illness, or death. Such documentation shall also, at a minimum, describe the incident, the Equipment involved in the medical incident, and any subsequent examination or inspection of such Equipment.

5.3.2 The Facility Project Director or Facility Project Manager, in consultation with Contractor and Facility's risk manager, shall

provide direct oversight for all activities to decommission, sequester and examine any Equipment which has been involved in a medical incident. Neither party shall use, clean, discard, alter or repair any Equipment involved in such incident prior to the said Equipment's examination or inspection.

5.3.3 Any Equipment, Equipment component(s) or Equipment part(s) involved in a medical incident shall be stored by Facility and retained onsite until the Equipment has been released to Contractor for repairs in accordance with the Master Agreement.

5.4 Reporting Responsibility

When a condition exists related to Contractor's Services wherein there is imminent danger of injury to the public or damage to property, Contractor shall immediately contact the Facility Project Manager or authorized designee.

5.5 Infection Control

In the event Contractor has employees/personnel on premises ("Personnel"), the following shall apply and be adhered to by Contractor and its Personnel:

5.5.1 Personnel shall strictly adhere to Infection Control and Employee Health Guidelines to prevent the transmission of infections and to ensure prompt and appropriate treatment for employee exposure. If any Personnel is diagnosed with having an infectious disease, of which the Contractor is made aware, and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such an occurrence to Facility's Employee Health and Infection Control Department within twenty-four (24) hours of becoming aware of the diagnosis.

5.5.2 If a County patient is diagnosed with having an infectious disease, and such County patient has had contact with Personnel without the benefit of Personal Protective Equipment ("PPE") during the usual incubation period for such infectious disease, the Facility will report such occurrences to Contractor. Confirmation that an exposure occurred is made by Employee Health and Infection Control.

5.5.3 For purposes of the Master Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases (California Code of Regulations, Title 17).

5.6 Medication Handling

Contractor's employees and agents shall not physically handle County's medications. County must be physically present and capable of observing Contractor's employees during any Service activity or in any situation in which Contractor's employees may have access to County's medications. In the event County employee is not available, Services shall be rescheduled on a day and time mutually agreed upon by the Facility and Contractor. Any delay in Services to be provided hereunder due to County's lack of employee availability for supervision under this provision will not be attributable to Contractor's time restrictions for performance.

6.0 ADDITION/DELETION OF FACILITIES AND EQUIPMENT

The Director of the County's Department of Health Services ("DHS"), or authorized designee, may add and/or delete County Facility(s) and related Equipment as necessary to provide Services or to assure that Facility(s) operations are maintained. All changes shall be made in accordance with Sub-paragraph 8.1 – Amendments of the body of the Master Agreement.

7.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to ensure provision by Contractor of consistently high level of Service throughout the term of the Master Agreement.

7.1 Contract Discrepancy Report

7.1.1 Verbal notification of a Master Agreement discrepancy will be made to the Contractor's Project Manager as soon as possible whenever a discrepancy is identified. The problem shall be resolved within a reasonable time period mutually agreed upon by the County and the Contractor.

7.1.2 The Facility Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor shall respond in writing to the Facility Project Manager within five (5) workdays with a plan for correction of all deficiencies identified in the Contract Discrepancy Report.

7.2 County Observations

In addition to departmental contracting staff, other County personnel may observe Contractor's performance and activities, as well as review documents relevant to the Master Agreement at any time during normal business hours.

8.0 EQUIPMENT PERFORMANCE STANDARDS

8.1 The Equipment shall be deemed out-of-service if the Equipment is inoperable and unusable, as determined by County, or the County reasonably initiates downtime procedures due to lack of system or Equipment functionality (either scenario a "downtime"), in either case, not due to those items set forth in the definition of excluded services or a force majeure event.

8.2 Contractor shall guarantee performance uptime for each piece of Equipment at a minimum of 95%. If performance uptime for Equipment listed in the Master Agreement falls below 95% guaranteed performance uptime, County shall be entitled to deduct a credit from the next month's invoice as follows:

Uptime Percentage	Credit
100% to 95%	None
94.9% to 85%	$100 credit
84.9% to 80%	$200 credit
Below 80%	$500 credit

Performance uptime is based on 24/7 hours/days per week for each piece of Equipment.

8.3 Any credit for Equipment downtime or out-of-services beyond 95% shall be applied to the following month's invoice. Failure by County to assess downtime credit in the following month's invoice shall not constitute a waiver of such right, which County may exercise at any subsequent time.

8.4 Equipment uptime below the 80% uptime defined below, for five (5) consecutive calendar days or more, shall be considered a default, and County shall have the option to give Contractor notice thereof pursuant to Sub-paragraph 8.50 – Termination for Default of the body of the Master Agreement.

8.5 The Equipment is considered out-of-service when it is not functioning according to the material specification of the user manual. The Equipment is "in service" if it is in use or in stand-by status, available for use by County.

8.6 Time spent on regularly scheduled maintenance will be excluded from these performance calculations. Additionally, the time when the Equipment is not operable as a result of damage from misuse, operator error, inadequate environmental conditions including air conditioning, failure or fluctuations in County's electrical power supply, acts of God, strikes or fires will also be excluded from these performance standards.

8.7 County staff will maintain a log specifying the time, date, and the causes of all unplanned Equipment downtime.

8.8 County will review the performance of each piece of Equipment to evaluate uptime performance standard for Equipment items covered under the Master Agreement.

ATTACHMENT A.1

COUNTY FACILITIES

DHS Integrated Correctional Health Services (ICHS)

FACILITY		FACILITY BILLING ADDRESS
Century Regional Detention Facility	(CRDF)	Department of Health Services Fiscal Services Division Attn: ICHS General Accounting 313 N. Figueroa St., Suite 505 Los Angeles, CA 90012
Men's Central Jail	(MCJ)	
North County Correctional Facility	(NCCF)	
Pitchess Detention Center	(PDC)	
Twin Towers Correctional Facility	(TTCF)	